# SUN LIFE ASSURANCE COMPANY OF CANADA

Executive Office: One Sun Life Executive Park Wellesley Hills, MA 02481

(800) 247-6875 www.sunlife.com/us

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number: 952772-001
Policy Effective Date: July 1, 2022
Policyholder: Hope College
Employer: Hope College
Issue State: Michigan

The benefits paid under the Accelerated Benefit option may be taxable and may affect eligibility for public programs such as Medicaid. You should consult with an appropriate social services agency as well as your personal tax advisor prior to applying for such benefits.

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts

Kevin Strain

President and Chief Executive Officer

Troy Krushel

Vice-President, Associate General Counsel and

Corporate Secretary

**Group Term Basic Life Insurance Certificate** 

**Non-Participating** 



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**Eligible Classes:** All Full-Time United States Faculty, Administrators and Hourly Employees

working in the United States scheduled to work at least 30 hours per week.

All Part-Time United States Employees hired prior to July 1, 2013 working in the United States scheduled to work at least 20 hours per week.

**Eligibility Waiting Period:** None

3 15-LF-C-01

#### **EMPLOYEE BASIC LIFE INSURANCE**

# Classification: 1 All Eligible Faculty, Administrators and Hourly Employees

# **Amount of Insurance**

1.5 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a multiple of \$1,000, subject to a maximum benefit of \$250,000.

# **Age Reductions**

Your amount of Employee Basic Life Insurance shown above reduces to:

- · 65% when you reach age 65; and
- · 50% when you reach age 70.

# **Basic Annual Earnings**

Your current salary or wage from your Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

#### Included in this Certificate for this Class

**Accelerated Benefit** 

Portability

Waiver of Premium

#### Contributions

The cost of your Employee Basic Life Insurance is paid entirely by your Employer. This is your non-contributory insurance.

# **EMPLOYEE BASIC LIFE INSURANCE**

# Classification: 3 All Eligible Part-Time Employees hired prior to July 1, 2013

#### **Amount of Insurance**

1.5 times your Basic Annual Earnings, rounded to the next higher \$1,000, if not already a multiple of \$1,000, subject to a maximum benefit of \$250,000.

#### **Age Reductions**

Your amount of Employee Basic Life Insurance shown above reduces to:

- 65% when you reach age 65; and
- 50% when you reach age 70.

# **Basic Annual Earnings**

Your current salary or wage from your Employer. Basic Annual Earnings includes deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, health savings account or flexible spending account, but does not include income received due to commissions, bonuses, overtime pay or any other extra compensation.

#### Included in this Certificate for this Class

**Accelerated Benefit** 

Portability

Waiver of Premium

#### **Contributions**

The cost of your Employee Basic Life Insurance is paid entirely by your Employer. This is your non-contributory insurance.

# RETIRED EMPLOYEE BASIC LIFE INSURANCE

# Classification:

2 All Eligible Retired Tenured Faculty Employees

# CLASS Amount of Insurance

2

100% of your amount of Employee Basic Life Insurance in force on the day prior to your retirement, subject to a maximum benefit of \$250,000.

# **Contributions**

The cost of your Retired Employee Basic Life Insurance is paid for entirely by your Employer. This is your non-contributory insurance.

**Actively at Work** means that you perform all the regular duties of your job for a full work day at your Employer's normal place of business, a site approved by your Employer or a site where your Employer's business requires you to travel.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business.

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you are neither Confined nor disabled due to an Injury or Sickness.

**Beneficiary** means the person, persons or entity other than the Employer entitled to receive death benefit proceeds as they become due under the Policy. A Beneficiary must be named by you in Writing in a manner acceptable to us, dated and Signed by you and on file with your Employer.

Confined or Confinement means confined to a Hospital or similar facility.

**Eligibility Waiting Period** means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights.

**Employee** means a person who is employed by the Employer within the United States, who is a U.S. citizen or a U.S. resident, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, and has a legitimate federal tax identification number. Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

If you are an Employee and you are working on a temporary assignment outside of the United States for 12 months or less, you will be deemed to be working within the United States. If you are an Employee and you are working on a temporary assignment outside of the United States for more than 12 months, you will not be considered an Employee under the Policy unless we agree in Writing.

**Employer** means the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

Family Member means: Member

**Policy** means the group insurance policy under which this Certificate is issued.

Policyholder means the entity to which the Policy is issued.

**Proof** means medical, occupational, financial, or other information that we require in connection with underwriting a request for insurance or making a claim determination.

**Qualifying Event** means a Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within 12 months or less.

### Retired Employee means:

- · you are a former Employee of your Employer; and
- you have retired on or after July 1, 2022, and prior to your Retirement you were insured under the Policy as an active Employee; and
- you have retired at age 60 or older with 20 or more years of service with the Employer; and
- · you are not eligible for coverage under the Policy as an active Employee.

# Retirement means the first of the following to occur:

- · the effective date of your Retirement benefits under:
  - any plan of a federal, state, county, municipal, association retirement system or public retirement system for which you are eligible as a result of your employment with the Employer;
  - · any Retirement plan the Employer sponsors; or
  - any Retirement plan to which the Employer:
    - · makes contributions; or
    - has made contributions.
- the effective date of your Retirement benefits under the Social Security Act or any similar plan or act.
   However, if you meet the definition of Employee and are receiving Retirement benefits under the Social Security Act, Public Employees' Retirement System (PERS), State Teachers' Retirement System (STRS) or similar plan or act, you will not be considered retired.

#### Retirement benefits do not include:

- a 401(k) or 403(b) plan;
- a profit-sharing plan;
- a thrift plan;
- · a non-qualified plan of deferred compensation;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- · an Employee Stock Ownership Plan (ESOP).

**Sickness** means disease or illness, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

**Spouse** means any person who is a party to a marriage and under state, federal or provincial law is recognized as a spouse or civil union partner.

**Total Disability or Totally Disabled** means because of your Injury or Sickness you are unable to perform all the Material and Substantial Duties of any occupation for which you are or become reasonably qualified for by education, training or experience.

We, Us, Our (we, us, our) means Sun Life Assurance Company of Canada.

**Written or Writing** means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You, Your (you, your) means an Employee who is eligible for insurance under the Policy.

#### 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

#### When are you eligible for Employee Basic Life Insurance?

You are initially eligible for insurance on the latest of:

- July 1, 2022;
- your first day of employment; or
- the date you first are Actively at Work in an Eligible Class.

#### When does Employee Basic Life Insurance start?

Your insurance starts on the date you are eligible, if you are Actively at Work on that date.

If you are not Actively at Work, your Employee Basic Life Insurance will not start until you resume being Actively at Work.

# When does a change in your Employee Basic Life Insurance start?

If you are Actively at Work, any increase in insurance or benefits will start:

- · on the date of change, when you transfer to a different class of eligible Employees; or
- · on the date of change, for an increase in your Basic Annual Earnings.

If you are not Actively at Work, any increase in insurance or benefits will not start until you resume being Actively at Work.

Any reduction in insurance due to your age will start on the July 1st following the date of change, whether or not you are Actively at Work.

Whether or not you are Actively at Work, any other reduction in Employee Basic Life Insurance for reasons other than an age reduction will start:

- · on the date of change, when you transfer to a different class of eligible Employees; or
- · on the date of change, for a decrease in your Basic Annual Earnings.

# What happens if you decline all or part of your coverage?

If you decline all or a part of your Employee Basic Life Insurance due to tax or other reasons, you must sign a form declining that amount of insurance and file that form with your Employer. If you later decide to elect or increase your Employee Basic Life Insurance, you may become insured if you apply for Employee Basic Life Insurance and provide Evidence of Insurability that is approved by us in writing.

When does Employee Basic Life Insurance end?

# 3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

Coverage will not be reinstated for any amount of insurance which you converted in accordance with the Conversion Privilege or continued under the Portability provision, unless you cancel such coverage.

### When does Retired Employee Basic Life Insurance start?

Retired Employee Basic Life Insurance starts on the later of:

- July 1, 2022; or
- · the date you retire.

#### When does Retired Employee Basic Life Insurance end?

Your insurance under the Policy will end on the earliest of the following to occur:

- · the date the Policy terminates;
- the date the Policyholder terminates your Retired Employee Basic Life Insurance;
- the last day for which any required premium has been paid for your Retired Employee Basic Life Insurance;
- the date you reach age 65; or
- the date you die.

#### 4. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

#### **EMPLOYEE BASIC LIFE INSURANCE BENEFIT**

## What is the Employee Basic Life Insurance benefit?

If you die while insured under the Policy and we approve the claim, we will pay your Beneficiary your Employee Basic Life Insurance benefit according to the provisions of the Policy.

#### What is the amount of the Employee Basic Life Insurance benefit?

If you die while insured under the Policy, we will pay an Employee Basic Life Insurance benefit equal to your Employee Basic Life Insurance amount as shown in the Benefit Highlights.

Your Employee Basic Life Insurance benefit cannot exceed the maximum benefit for Basic Life Insurance as shown in the Benefit Highlights.

Your amount of Employee Basic Life Insurance is subject to any age reductions or terminations according to the provisions of the Policy.

If you had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Employee Basic Life Insurance will be reduced by the amount of any insurance under any coverage issued to you as a result of the exercise of those provisions unless you cancel such coverage.

#### **WAIVER OF PREMIUM BENEFIT**

#### What is the Waiver of Premium Benefit?

If you become Totally Disabled while insured, the Waiver of Premium Benefit may continue your Employee Basic Life Insurance while you remain Totally Disabled without any further payment of premiums by you or your Employer.

# When are you eligible for the Waiver of Premium Benefit?

You are eligible for the Waiver of Premium Benefit if we receive notice of claim and Proof of claim that you became Totally Disabled:

- · while insured; and
- · before your 60th birthday; and
- · before your Retirement; and
- · your Total Disability has continued for at least 6 consecutive months (Elimination Period); and
- we approve and continue to approve your claim.

**Elimination Period** means a period of continuous days of your Total Disability before a Waiver of Premium benefit is available. The Elimination Period begins on your first day of Total Disability.

What is the amount of Life Insurance benefit that is continued under the Waiver of Premium Benefit? We will continue the amount of your Employee Basic Life Insurance in force on the last day you were Actively at Work. This amount remains subject to the Policy's terms and conditions.

If you are eligible for the Waiver of Premium Benefit and you have received an Accelerated Benefit from us, the amount of insurance on which premiums are waived will be reduced by the amount of any Accelerated Benefit paid by us.

If you have converted your Employee Basic Life Insurance to an individual life insurance policy, the continued insurance under the Waiver of Premium Benefit will be reduced by that converted amount unless you exchange the individual life insurance policy for a full refund of premiums paid.

# Are premium payments required prior to approval of the Waiver of Premium Benefit?

Yes, premium payments are required until the earlier of:

- · the date we make a decision on your Waiver of Premium Benefit claim; or
- 12 months from the date you were last Actively at Work.

#### When are premiums waived?

If we approve your Waiver of Premium Benefit claim, we will notify you of the date the waiver of premium will begin.

#### 4. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

#### How do you receive an Accelerated Benefit?

You need to submit a written request and Proof that you have experienced a Qualifying Event while your insurance is still in force. Your request must be approved by us. If you have assigned your Employee Basic Life Insurance, named an irrevocable Beneficiary or have a former Spouse named as Beneficiary as part of a divorce decree, you must have a Signed agreement from them that permits the Accelerated Benefit to be paid.

The Accelerated Benefit is paid in a single lump sum amount to you only one time under the Policy.

# Are there any charges if the Accelerated Benefit is requested?

#### What is the amount of the Accelerated Benefit?

You can request up to 75% of the amount of your Employee Basic Life Insurance currently in force. The maximum amount you can request is \$500,000. The minimum amount you may request is \$10,000.

If you have received an Accelerated Benefit under the prior insurer's group life policy, you can request up to 75% of your Employee Basic Life Insurance currently in force reduced by the amount of the Accelerated Benefit you received under the prior policy.

What happens to the amount of Employee Basic Life Insurance if you receive an Accelerated Benefit? If you have received an Accelerated Benefit from us or the prior insurer's group life policy, your Employee Basic Life Insurance benefit under the Policy will be reduced by an amount equal to the Accelerated Benefit paid by us, and an amount equal to the Accelerated Benefit paid by the prior insurer's group life policy. The reduced amount remains subject to the Policy's terms and conditions.

#### **CONVERSION PRIVILEGE**

## What is the Conversion Privilege?

If your Employee Basic Life Insurance ceases or reduces, you may be able to convert the amount that ceased or reduced to an individual life insurance policy. You need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period"), or during any extension of the period permitted by the Policy.

# When can Employee Basic Life Insurance coverage be converted and how much can be converted? If your Employee Basic Life Insurance amount ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- your changing to a different Eligible Class;
- · your Retirement;
- · your attainment of a specified age;
- termination of your Waiver of Premium Benefit; or
- termination of coverage under the Insurance Continuation provision.

then you may apply for an individual life insurance policy up to the amount of life insurance that ceased or reduced.

If you have been continuously insured under the Policy for at least five years, and all or part of your life insurance ceases or is reduced due to:

- · a revision to the Policy to reduce the amount of Employee Basic Life Insurance in your Eligible Class;
- · a revision to the Policy to terminate your Eligible Class; or
- termination of the Employee Basic Life Insurance benefit provision.

then you may apply for an individual life insurance policy. The maximum amount of the policy will be the lesser of:

- · \$10,000; or
- the amount that ceased or reduced, reduced by any amount of life insurance that you become eligible for under any group policy within 31 days after your insurance ceased or reduced.

You will be issued an individual life insurance policy without providing Evidence of Insurability.

# 4. COVERED EMPLOYEE BASIC LIFE INSURANCE BENEFITS

How can you exercise the Conversion Privilege?

#### 5. CLAIM PROVISIONS

#### How is a claim for Life Insurance benefits submitted?

You or someone on your behalf or a Beneficiary must send us written notice of claim and Proof of claim within the time limits specified below. Your Employer has the notice of claim and Proof of claim forms.

#### NOTICE OF CLAIM

#### When does written notice of claim have to be submitted?

For a Life Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

For a Waiver of Premium Benefit, written notice of claim must be given to us no later than 12 months after the date you cease to be Actively at Work.

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible.

When we receive written notice of claim, we will send the forms for Proof of claim. If the forms are not received within 15 days after written notice of claim is sent, Proof of claim may be sent to us without waiting to receive the Proof of claim forms.

#### PROOF OF CLAIM

#### When does written Proof of claim have to be submitted?

For a Life Insurance benefit, written Proof of claim must be given to us no later than 90 days after date of death.

For a Waiver of Premium Benefit, written Proof of claim must be given to us no later than 15 months after the date you cease to be Actively at Work.

#### 5. CLAIM PROVISIONS

your claim, we will request a 30 day extension. If we cannot render a decision within the extension period, we will request an additional 30 day extension. Any request for extension will specifically explain:

- the standards on which entitlement to benefits is based:
- · the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have 45 days to provide the specified information.

# What if your claim is denied?

If we deny all or any part of your claim, you will receive a written notice of denial setting forth:

- the specific reason(s) for the denial;
- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- · a description of the appeal procedures and time limits;
- your right to bring a civil action under ERISA, §502(a) following an adverse determination on review, if ERISA applies;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny
  the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of
  charge upon request; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

#### Can you request a review of a claim denial?

If all or part of your claim is denied, you may request in writing a review of the denial within 180 days after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

We will review the claim on receipt of the written request for review, and will notify you of our decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, we will notify you in Writing of the special circumstances requiring the extension and the date by which we expect to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

# What if your claim is denied on review?

If we deny all or any part of your claim on review, you will receive a written notice of denial setting forth:

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- · your right to bring a civil action under ERISA, §502(a), if ERISA applies;

# 5. CLAIM PROVISIONS

the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny
the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of

#### 6. INSURANCE CONTINUATION

#### Are there any conditions under which your Employer can continue your insurance?

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- · Absence due to Injury or Sickness up to 12 months
- Layoff up to 1 month
- · Leave of Absence up to 1 month
- · School Recess up to 3 months
- · Vacation based on your Employer's policy, not to exceed 3 months.

You should contact your Employer for more details.

While the Policy is in force, if you are Totally Disabled on the date you cease to be Actively at Work, you may be eligible for the Waiver of Premium Benefit.

While the Policy is in force, you may be eligible to continue your insurance pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact your Employer for more details.

While the Policy is in force, you may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA). You should contact your Employer for more details.

After your continued insurance ends, you may be eligible for the Conversion Privilege.

#### 7. PORTABILITY

#### What is portable insurance and when are you eligible for it?

Portable insurance is an optional benefit that you may elect to continue your insurance without Evidence of Insurability if your insurance ends because you terminate employment; and you meet the following requirements:

- the Policy is still in force; and
- you are under age 70 at the time employment terminates; and
- · you have not retired; and
- · the hours you work for your Employer have not been reduced; and
- · your insurance is not being continued under any Insurance Continuation provision; and
- · you have not suffered an Injury or Sickness that results in a life expectancy of less than 12 months; and
- · your insurance is not being continued under the Waiver of Premium Benefit; and
- · you have not exercised your portable insurance right under a similar certificate issued by us; and
- · you reside in the United States or Canada on the date your insurance ends.

If you convert your coverage under any Conversion Privilege of the Policy, you will not be eligible to apply for portable insurance for that same coverage.

# When must you apply for portable insurance?

You must complete an application for portable insurance and send it to us with payment of the first premium within 31 days of the date your employment terminates. The application for portable insurance is available from your Employer.

# What is the amount of portable insurance you can apply for?

You may apply for portable insurance in an amount up to 100% of your amount of insurance in force under the Policy on the date your employment terminates to a maximum of \$500,000 for yourself. Amounts in excess of the maximum may be converted to an individual life insurance policy.

If you are insured for Basic Life Insurance, Voluntary Life Insurance, Basic Accidental Death and Dismemberment Insurance and/or Voluntary Accidental Death and Dismemberment Insurance under a Policy issued by us, the total combined amount of portable insurance you may apply for cannot exceed \$1,000,000 per Insured.

#### When does your portable insurance start?

After employment terminates, portable insurance will start on the later of the following:

- · the date we approve the application for portable insurance; or
- the date we receive the first premium payment for portable insurance.

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy. The premium for the portable insurance will be determined by the amount of portable insurance and the rate charged for the standard class of risk and age to which you belong on the effective date of the portable insurance policy.

If your application for portable insurance is declined, you will be given a 31-day period to apply for an individual life insurance policy under the Conversion Privilege.

#### 8. CONTINUITY OF COVERAGE

What happens if your Employer replaces other insurance with this Certificate and the Policy?

If your Employer replaces insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("This Policy"), the Continuity of Coverage benefits in this Section may be available to you. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by This Policy.

# What if you are not Actively at Work when your Employer's Prior Policy is replaced with This Policy?

You will be insured under This Policy if you are not Actively at Work on July 1, 2022 and:

- · you were insured under your Employer's Prior Policy on the day before July 1, 2022;
- · you are a member of an Eligible Class;
- · your Employer continues to remit premiums for your coverage; and
- · you are not receiving or eligible to receive benefits under the Employer's Prior Policy.

Any benefit payable will be the lesser of:

- · the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

#### 9. GENERAL PROVISIONS

#### **AGENCY**

# Can the Policyholder, Employer or third party administrator act as our agent?

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

#### **ALTERATION**

# Who can alter this Certificate?

The only persons with the authority to alter or modify this Certificate or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in Writing.

## **ASSIGNMENT**

# Can benefits be assigned?

You can transfer ownership of your Employee Basic Life Insurance under the Policy by means of an assignment. All your rights and duties as an eligible employee are transferred to the assignee. The assignee can make any change the Policy allows, consistent with the assignment, such as a change of Beneficiary.

Any assignment must be in Writing and on file with your Employer and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under the Employer's plan whether or not this Policy is specified in the assignment. If we have taken any action or made payment prior to receiving notice of the assignment, the assignment will not affect any action or payment by us. We will not be responsible for the legal, tax or other effects of any assignment.

#### **BENEFICIARY**

#### How can you change your Beneficiary?

You can change your Beneficiary at any time, unless you have made an irrevocable Beneficiary designation or you have assigned your interest in your Basic Life Insurance to another person. Any request for change in Beneficiary must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with your Employer. It will take effect as of the date Signed. If we have taken any action or make payment before receiving notice of a change in Beneficiary, the change will not affect any action or payment made by us. The Beneficiary's consent is not required to change the beneficiary, unless the current beneficiary designation is irrevocable.

#### **CLERICAL ERROR**

#### What happens when there is a clerical error in the administration of the Policy?

Clerical errors in with the administration of the Policy or delays in keeping records for the Policy whether by us, the Policyholder, or the Employer:

- · will not terminate insurance that would otherwise have been effective.
- · will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error subject to the "Limit of Premium Refunds" section.

This provision does not apply to benefit administration errors by the Policyholder or the Employer which results in an Employee:

- · not enrolling for insurance within required time limits;
- not providing required Evidence of Insurability;

#### 9. GENERAL PROVISIONS

- · failing to request increased amounts of insurance within required time limits; or
- failing to exercise any available Conversion Privilege, Insurance Continuation or Portability options.

#### **CONFORMITY WITH STATUTES**

#### What is the effect of Conformity with Statutes?

If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, except as otherwise pre-empted by federal law.

#### **DISCHARGE OF OUR RESPONSIBILITY**

# What is the effect of payments under the Policy?

Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

#### **EXAMINATION AND AUTOPSY**

# What are our examination and autopsy rights?

We, at our expense, have the right to have any insured with respect to whom a claim has been filed:

- · examined by a Physician, other health professional or vocational expert of our choice; and/or
- interviewed by an authorized representative.

We, at our expense, may have an autopsy conducted unless prohibited by law.

#### **INCONTESTABILITY**

#### What is the Incontestability Provision?

Except for non-payment of premium or claims incurred within two years of the effective date of your initial, increased, additional or reinstated insurance, no statement made by you relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during your lifetime. The statement must be contained in a form signed by you and provided to the Policyholder or to us.

This provision shall not preclude the assertion at any time of a defense to a claim based upon your eligibility for insurance.

### **LEGAL PROCEEDINGS**

# What are the time limits for legal proceedings?

No legal action may start:

- until 60 days after Proof has been given; or
- more than 3 years after the time Proof of claim is required.

#### **LIMIT OF PREMIUM REFUNDS**

#### Is there a limit on premium refunds?

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the 12-month period that preceded the date we learned of such overpayment.

# **SUN LIFE ASSURANCE COMPANY OF CANADA**

**Group Term Basic Life Insurance Certificate** 

Non-Participating



Hope College Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible employees.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Plan Administrator who is the Policyholder and is included in this Certificate for your convenience. This Summary Plan Description applies only to the benefits under the Plan to the extent they are funded by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

#### **SUMMARY PLAN DESCRIPTION**

Plan Sponsor: Hope College

100 E 8th Street Suite #210

Holland, MI 49423

## Plan Administrator and Named Fiduciary:

Hope College 100 E 8th Street Suite #210 Holland, MI 49423

The Plan Administrator has authority to control and manage the operation and administration of the Plan, except that Sun Life Assurance Company of Canada makes all benefit claim determinations under the Group Insurance Policy.

# Agent for Service of Legal Process for the Plan:

Hope College 100 E 8th Street Suite #210 Holland, MI 49423

# Service of Legal Process for Sun Life:

General Counsel 1 Sun Life Executive Park Wellesley Hills, MA 02481

**Employer Identification Number (EIN):** 38-1381271

Plan Number: 501

End of Plan Year: June 30th

**Type of Administration:** The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan. Sun Life Assurance Company of Canada is the claims administrator for those benefits and has full authority to make all benefit claim determinations.

Participants: The insured employees described in the Sun Life Assurance Company of Canada Certificate.

Plan Changes and Termination: The Plan Administrator may amend, modify or terminate the Plan.

**Contributions:** The cost of the insurance premiums are paid for by your employer and (if applicable) includes the cost of any insurance premiums contributed by you.

**Funding:** The benefits under the Plan are funded, at least in part, by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Those insurance benefits are described in your Certificate.

**Claims Procedure:** When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within the time required by ERISA from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

# Your Rights under ERISA:

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

# **Receive Information About Your Plan and Benefits**

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites
  and union halls, all documents governing the Plan, including insurance contracts and collective bargaining
  agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S.
  Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security
  Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report, if required by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

#### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

#### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part and if you have exhausted the claims and appeal procedures described in the Certificate, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance of the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### **Assistance with Your Questions**

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.